A lottery may be defined as a scheme by which one pays money or some other thing of value, and in return obtains a contingent right to have something of greater value if an appeal to chance, by lot or otherwise, under the direction of the manager of the scheme, should decide in his favor. BISHOP, STAT. CRIMES, § 952. See *Equitable Loan & Security Co.* v. *Waring,* 117 Ga. 599, 44 S. E. 320, 62 L. R. A. 93, 97 Am. St. Rep. 177. And a gift enterprize may be defined as a scheme for the division or distribution of certain articles of property, to be determined by chance, among those who have taken shares in the scheme. *Lohman* v. *State,* 81 Ind. 15; *City of Winston* v. *Beeson,* 135 N. C. 271, 47 S. E. 457, 65 L. R. A. 167.

The weight of authority holds that there must be some valuable consideration given for the right to a chance, but that there need be no separate consideration for the chance itself. *Equitable Loan & Security Co.* v. *Waring, supra.* See *People* v. *Elliott,* 74 Mich. 264, 41 N. W. 916, 3 L. R. A. 403, 16 Am. St. Rep. 640. But there seems to be no reported case in which it is held that the consideration must be paid in money. Other cases are not so strict in their construction of what constitutes a lottery, and hold that there must be some valuable consideration paid for the chance itself. *Yellowstone Kit* v. *State,* 88 Ala. 196, 7 South. 338, 7 L. R. A. 599, 16 Am. St. Rep. 38. It was held not to be illegal for a dealer to issue coupons of certain values to his customers, entitling them to secure certain other articles in return for the coupons. *State* v. *Shugart,* 138 Ala. 86, 35 South. 28.

The methods used to evade the prohibition of lotteries and gift enterprises are very numerous and ingenious, and hence most of the courts have become exceedingly strict in their construction of what constitutes a lottery. *State* v. *Lipkin,* 169 N. C. 265, 84 S. E. 340, L. R. A. 1915F, 1018. The ingredient of chance is what the law denounces, and in order to eradicate this evil, the courts will look to the substance rather than to the form of the scheme. *State* v. *Lipkin, supra.* So it has been held that where an article is sold upon the installment plan, and certain prizes are offered to the lucky person, the plan is a lottery, even though by paying the remainder of the installments all purchasers may obtain the original article bargained for. *DeFlorin* v. *State,* 121 Ga. 593, 49 S. E. 699, 104 Am. St. Rep. 177; *State* v. *Moren,* 48 Minn. 555, 51 N. W. 618. And where a dealer operated a slot machine which entitled a purchaser to win an article of value in addition to that which he bought, this was held to constitute a lottery. *Meyer* v. *State,* 112 Ga. 20, 37 S. E. 96, 51 L. R. A. 496. The principal case is an illustration of the extreme to which some courts will go; for the result in this case would seem to depend more on the industry of the contestants than on chance.

MARRIAGE—ANNULMENT—PREGNANCY BY ANOTHER.—The plaintiff was induced to marry the defendant upon her representation that she was pregnant by him. Upon ascertaining that her condition was the result of previous improper relations with a third party, the plaintiff sought to have the marriage annulled on the ground of fraud. *Held,* that such marriage cannot be annulled. *Safford* v. *Safford* (Mass.), 113 N. E. 181.

Antenuptial pregnancy by another man, if concealed from the husband, is a fraud upon him justifying a decree of divorce or annulment, the remedy varying with the jurisdiction. *Carris* v. *Carris,* 24 N. J. Eq. 516; *Reynolds* v. *Reynolds,* 3 Allen (Mass.) 605. But, in support of the principal case, the decisions almost uniformly hold that if the husband had been guilty of illicit intercourse with the wife before marriage, and is induced to marry her by her representations that she is pregnant by him, he can have no relief on account of her pregnancy by another man. *Foss* v. *Foss,* 12 Allen (Mass.) 26; *States* v. *States,* 37 N. J. Eq. 195. See *Scroggins* v. *Scroggins,* 14 N. C. 535. Amendment is refused in such cases upon the ground that the husband has ample notice of his wife's weakness, and is presumed to accept the consequences resulting from the assumption of the marital status under these conditions. *Seilheimer* v. *Seilheimer,* 40 N. J. Eq. 412, 2 Atl. 376; *Franke* v. *Franke* (Cal.), 31 Pac. 570, 18 L. R. A. 375. Or that the plaintiff is estopped by his own misconduct. *States* v. *States, supra.* It is submitted that the requirements of law, and utility are not always met by the constant application of these general doctrines, for the reason that the facts of each case are peculiarly within the knowledge of the deceiving spouse, and the misconduct of the plaintiff is "unconnected with the matter in litigation." 1 POMEROY, EQ. JUR., 3 ed., § 399.

But a distinction seems to have been made in certain cases where the child was already born, and known to the wife to have negro blood. *Barden* v. *Barden,* 14 N. C. 548; Scott *v.* Schufeld, 5 Paige (N. Y.) 43. On principal it would seem that the existence or non-existence of fraud deemed sufficient to constitute ground for relief should not be dependent upon any racial characteristic of the third party responsible for the wife's pregnancy.

Relief has been given in several recent cases upon the ground that at the time of entering the marriage state, the wife was incapable of bearing a legitimate child to her husband. *Sissung* v. *Sissung,* 65 Mich. 168, 31 N. W. 770. And divorces were granted in several other recent cases solely upon the ground of fraud, despite indulgence on the part of the husband in illicit prenuptial intercourse. *Lyman* v. *Lyman* (Conn.), 97 Atl. 312. See *Wallace* v. *Wallace,* 137 Ia. 37, 114 N. W. 527. These cases would seem to show an increasing tendency to relieve under such circumstances as show a bona fide attempt on the part of the plaintiff to make reparation for a moral wrong falsely represented by the defendant to be the direct result of his misconduct. The introduction of illegitimate children into the marital status offers another tangible objection to the general rule, and it would seem that a more extensive application of the principals embodied in these later cases would, in a great many instances, more effectively subserve the interests of law and expediency.

As to fraudulent concealment of physical defects as grounds for annulment of marriage, see 2 VA. LAW REV. 465. As to annulment of marriage on ground of fraud where the woman had previously borne an illegitimate child, see 4 VA. LAW REV. 70.